



Colorado Deactivation Policy

Instacart is proud of its relationship with Full Service Shoppers (“shoppers”) and seeks to partner with shoppers who meet and exceed customer expectations, follow industry norms, and comply with applicable legal requirements.

Because we value our relationship with shoppers, we want to be transparent about expectations for shoppers who provide services through Instacart, and in particular the activities and types of activities that could lead to the suspension or deactivation of a shopper’s account, or could otherwise limit a shopper’s access to service opportunities.

Ratings

Shoppers may receive ratings based on the services they provide. When Instacart launches a rating system, we will let shoppers know what it entails, how the rating is calculated, and how the rating impacts shoppers. Shoppers will not have their account suspended or deactivated for a low rating alone, but they could gain priority access to service opportunities based on high ratings or experience more limited service opportunities based on low ratings.

Background Checks

All shoppers consent to background checks by Instacart’s third-party background check vendors. Shoppers must pass an initial background check to receive access to service opportunities through Instacart. Shoppers also consent to subsequent background checks, with continued access to the Instacart shopper platform contingent upon passing those background checks. In other words, shoppers can have their account suspended or deactivated for failing a background check. Subject to applicable legal requirements, common reasons shoppers may fail a background check may include, without limitation:

- Recent felony offenses;
- Recent serious criminal offenses;
- Recent serious criminal charges, still pending;
- Multiple recent driving violations;
- Recent serious driving violations; and
- Suspended or invalid driver’s license.

Identification Checks

Instacart uses identification checks—also known as selfie checks—to ensure the shopper providing the services is the same person associated with the shopper account. The facial image captured in the identification check must match the shopper’s profile photo. Shoppers can have their accounts suspended or deactivated for a failed identification check. Common reasons for failed identification checks include:



- The facial image captured in the identification check doesn't must the shopper's profile photo;
- The facial image captured in the identification check is a photo, rather than a real time facial image; and
- The facial image captured in the identification check is blurry or otherwise unreadable.

Safety

The safety of those who use the Instacart platform (e.g., shoppers, customers, retailers), and the public in general, is Instacart's first priority. To help keep the Instacart platform safe, Instacart prohibits activity that could harm others or create unsafe conditions. A shopper's account can be suspended or deactivated, or the shopper's access to service opportunities could be otherwise limited, for any of the following actions related to safety:

- Violence / aggression, including, without limitation:
 - Carrying a weapon while providing services through Instacart or while otherwise on the premises of a retailer or customer, unless state law prohibits this restriction;
 - Assault, violence, or threats of violence;
 - Aggressive gestures;
 - Abusive or threatening treatment of another;
 - Harassing customers, including about money, pay, or tips;
- Theft / shoplifting;
- Profanity;
- Unwanted verbal or written contact, including, without limitation, asking overly personal questions of customers, other shoppers, retail employees, or Instacart employees;
- Unwanted physical contact, sexual conduct, or harassment of any kind towards customers, other shoppers, retail employees, or Instacart employees;
- Using alcohol or drugs while providing services, or being under the influence of alcohol or drugs while providing services;
- Property damage;
- Harassing or discriminatory conduct, such as offensive gestures, slurs, or other unwanted conduct based on any category (race, sex, age, etc.) protected by applicable law;
- Bringing anyone along, including minors, who does not have an Instacart shopper account while providing services; and
- Jeopardizing food safety, including, without limitation, tampering with packaging, placing non-retail items in bags, and failing to verify the possession of insulated bags.

Violation of Applicable Law or Regulation

Account suspension or deactivation, or limitations to service opportunities, may result if a shopper violates federal, state, or local law or regulation while providing services through the Instacart platform. Examples include, without limitation:



- Breaking any federal, state, or local law or regulations while providing services through the Instacart platform;
- Failing to maintain adequate insurance as required by a shopper's Independent Contractor Agreement with Instacart;
- Failure to adhere to relevant laws and regulations, as well as applicable policies, regarding weighted items (e.g., not accurately entering in weight of items, not uploading proper pictures of receipts, etc.);
- For Shoppers who choose to deliver alcohol through the Instacart platform (in areas where such delivery is legally permissible), any failure to comply with relevant alcohol laws and regulations (e.g., not checking ID, forging a customer's signature, making an unattended delivery on an order containing alcohol, delivering alcohol to a minor or visibly intoxicated person, making unauthorized alcohol replacements, etc.); and
- For Shoppers who choose to engage in prescription delivery through the Instacart platform, any failure to comply with relevant privacy and information security laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 and as reflected in Instacart's Sanctions Policy. This includes failure to comply with applicable prescription delivery laws and regulations related to checking identification or leaving a prescription delivery order unattended.

Sexual Harassment Violations

Instacart does not permit any behavior that may constitute sexual harassment, including the following, and such conduct may lead to account suspension or deactivation or limitation to service opportunities:

- Unwanted sexual advances;
- Leering, gestures, or displaying sexually suggestive objects, pictures, cartoons, posters, or other imagery;
- Derogatory comments, epithets, slurs, or jokes;
- Graphic comments, sexually degrading words, or suggestive or obscene messages or invitations; and
- Physical touching or assault, as well as impeding or blocking movements.

Failing to Meet Acceptable Standards of Service

Customers who use the Instacart platform expect quality service. Because of this, failure to maintain minimum standards of service, including, without limitation, the following, may result in account suspension deactivation or limitation to service opportunities:

- Providing services that lead to repeated customer or retailer complaints;
- Failure to adhere to industry norms with respect to food safety, including, without limitation, failing to use insulated bags to protect food items that need to be maintained at a hot or cold temperature, or delivering products that smell of smoke;
- Repeated failure to deliver orders in accordance with the customer's specifications; and
- Repeated failure to complete an order after acceptance.

Confidentiality Breaches



Shoppers are expected to protect the personal information of customers on the Instacart platform. Confidentiality breaches can occur in a number of ways. For example, a Shopper would breach the confidentiality provisions of the Independent Contractor Agreement by sharing the identity or address of a customer or another shopper, bringing any other person who does not have an Instacart shopper account along while providing services, or by taking and/or sharing screenshots of the shopper app while it is displaying customer information or other personally identifiable or sensitive information.

In addition, the shopper app should not be used to text or communicate with customers about issues other than related to the customer's order—e.g. the items, status of order, or manner of delivery. And using confidential and/or personal information of customers obtained through the shopper app to contact them outside of the shopper app for any reason not immediately related to a customer's open order is a breach of a shopper's confidentiality obligation under the Independent Contractor Agreement.

Finally, in order to best protect confidential and/or personal information in the shopper app, shoppers must have a secure password on their mobile device and not share any access codes to prevent unauthorized parties from accessing confidential and/or personal information through the shopper app.

Confidentiality breaches may result in suspension or deactivation from the Instacart platform or limitation to service opportunities.

Fraud

Fraudulent or deceptive practices on the Instacart platform can harm shoppers, customers, retailers, and/or Instacart. For that reason, the following acts, without limitation, may result in suspension or deactivation or limitation to service opportunities:

- Misuse of payment card, including, without limitation, misappropriation of funds or cash-back attempts and not following the authorized user terms for Stripe payment cards (defined [here](#));
- Encouraging others to participate in fraud or to disrupt the reliability of the platform;
- Abusing the written terms of Instacart or rules or policies of retailers that apply to coupons, loyalty and membership programs, referral bonuses, or any other promotion;
- Co-Shopping:
 - Delegating responsibilities to someone who does not have an active and valid Instacart shopper account and whose activities are not conducted through the Instacart platform. Additionally, for customer safety and privacy, the shopper who accepts the order must be present when delivering the order to their customer's door;
 - Otherwise allowing another person access to the shopper's account for any reason, or providing service under another shopper's account;
- Holding duplicate shopper accounts;
- Providing inaccurate or fraudulent information to Instacart during the sign-up process or otherwise, including, without limitation, providing an invalid or fraudulent signature on the Independent Contractor Agreement, making any false reports or submitting false



documents, or otherwise attempting to impede Instacart's business operations through dishonest means;

- Failing to maintain accurate, complete, and current shopper account information;
- Any fraudulent activity conducted by a shopper through a customer or shopper account, including, without limitation, manipulating or falsifying time spent or mileage incurred providing services; and
- The unauthorized use of Instacart's trademark or intellectual property.

Material Breach of your Independent Contractor Agreement

Your account can also be suspended or deactivated for a material breach of your Independent Contractor Agreement. This is explained in your Independent Contractor Agreement. Material breach includes, without limitation, any act that violates the [Full Service Shopper Account Access Guidelines](#).